

AMENDMENT

Dated as of August 1, 1973

to

LEASE OF RAILROAD EQUIPMENT

Dated as of July 1, 1971

RECORDATION NO. 6304-C

OCT 11 1973 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT dated August 1, 1973, to Lease of Railroad Equipment dated as of July 1, 1971 (hereinafter called the Lease) between Elgin, Joliet and Eastern Railway Company, an Indiana and Illinois corporation (hereinafter called the Lessee), and First Western Bank and Trust Company, a California banking corporation (hereinafter called the Lessor), as Trustee under a Trust Agreement dated as of July 1, 1971 with The First National Bank of Saint Paul, filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 8, 1971, Recordation No. 6304-B.

WHEREAS, under the Lease the Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor the 200 70-ton General Service Gondola Cars covered thereby and described in Schedule A thereto (hereinafter called the Equipment); and

WHEREAS, the Lessor and Lessee agree that the rentals payable by the Lessee pursuant to the Lease shall be adjusted in recognition of the present availability to the Lessor, as the owner of the Equipment, of certain deductions, credits and other tax benefits which were not available to the Lessor as of July 1, 1971; and

WHEREAS, the Lessor and the Lessee desire to establish the amount of such rental adjustment and to otherwise amend the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Lease is hereby amended to delete the first paragraph of Section 3 thereof, and to substitute in lieu thereof the following:

"The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease 60 consecutive quarter-annual payments, payable on March 15, June 15, September 15 and December 15 in each year commencing December 15, 1971. The first such payment shall be in an amount equal to 0.027736% of the Purchase Price (as such term is defined in the Security Document) of each Unit subject to this Lease for each day elapsed from and including the date such Unit is settled for under the Security Document to December 15, 1971 plus 2.49622% of the Purchase Price of each Unit subject to this Lease on the date of such payment; the next 6 quarter-annual payments shall each be in an amount equal to 2.49622% of the Purchase Price of each such Unit, and the remaining 53 quarter-annual payments shall each be in an amount equal to 2.3973% of the Purchase Price of each such Unit."

2. The Lease remains unchanged in all other respects.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed as of the date first above written.

FIRST WESTERN BANK AND TRUST COMPANY,
as Trustee under a Trust Agreement
dated as of July 1, 1971, as Lessor

by *James M. Knoles*
Vice President

(Corporate Seal)

Attest: *AB McElhattan*

Assistant Secretary

ELGIN, JOLIET AND EASTERN RAILWAY
COMPANY, as Lessee

by *W. Frick*
Vice President - FINANCE

(Corporate Seal)

Attest:

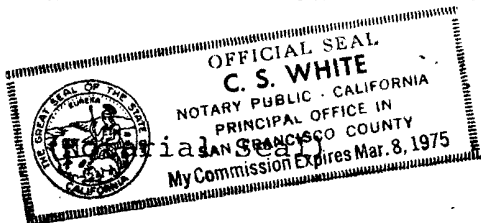
L. J. Young
Assistant Secretary

STATE OF CALIFORNIA)

) ss.:

CITY AND COUNTY OF SAN FRANCISCO)

On this ^{25th} day of ~~August~~ ^{September}, 1973, before me personally appeared James M. Knowles, to me personally known, who, being by me duly sworn, says that he is a Vice President of FIRST WESTERN BANK AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

A handwritten signature in dark ink, appearing to be "C. S. White", written over the "Notary Public" text.

COMMONWEALTH OF PENNSYLVANIA)

) ss.:

COUNTY OF ALLEGHENY)

On this ^{8th} day of ~~August~~ ^{October}, 1973, before me personally appeared V. W. KRAETSCH, to me personally known, who, being by me duly sworn, says that he is a Vice President of ^{FINANCE} ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

A handwritten signature in dark ink, appearing to be "Dorothy M. Tarr", written over the "Notary Public" text.

DOROTHY M. TARR, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
March 31, 1974

CONSENT AND AUTHORIZATION

The undersigned, THE FIRST NATIONAL BANK OF SAINT PAUL, as Trustor under the Trust Agreement dated as of July 1, 1971, with FIRST WESTERN BANK AND TRUST COMPANY, hereby consents to the foregoing Amendment and authorizes and directs FIRST WESTERN BANK AND TRUST COMPANY, as Trustee, to execute and deliver said Amendment.

THE FIRST NATIONAL BANK OF SAINT PAUL

by

Richard T. Shepley
Vice President